

CITY OF TONGANOXIE



March 21, 2022
7:00 Regular Meeting

City Council Chambers, 303 Bury Street, Tonganoxie, KS 66086

There may be an audio recording of the meeting which will be utilized to prepare the meeting minutes and the meeting may be broadcast on the City of Tonganoxie YouTube Channel

Honorable David Frese, Mayor
Council Members

Rocky Himpel

Jacob Dale

Loralee Stevens

Chris Donnelly

Jennifer McCutchen

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular meeting dated March 7, 2022

III. Consent Agenda

- a) Review bill payments

IV. Old Business

V. New Business

- a) Consider Request for Utilization of City Property at the Tonganoxie Library as part of a Special Event Permit Application for a recurring Farmer's Market event in 2022
- b) Consideration of Funding Request to support the Tonganoxie Days 2022 event
- c) Resolution 03-22-01 – Award of Bid and Approval of Contract with Caldwell Tanks, Inc. for the 2022 Water Tower Project
- d) Resolution 03-22-02 - Consider Agreement with Leavenworth County and the Cities of Lansing, Basehor, Leavenworth, and Tonganoxie, Kansas for the Regional Transportation Capital Improvement Plan Study
- e) City Manager Agenda
 - 1. February 2022 Financial Report
- f) City Attorney Agenda
- g) Mayor Pro Tem Agenda
- h) City Council Agenda
- i) Mayor Agenda

VI. Adjourn

Council Meeting Minutes
March 7, 2022
7:00 PM Meeting

I. Pledge of Allegiance

- Mayor Pro Tem Himpel opened the meeting at 7:00 p.m.
- Mayor Pro Tem Himpel led the pledge of allegiance.
- Mr. Himpel, Mr. Dale, Ms. Stevens, Ms. McCutchen and Mr. Donnelly were present.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, Municipal Court Clerk Lindsay Huntington, Police Chief Greg Lawson and Library Director Max Wirestone were present. City Attorney Rich Cook was present via phone.

II. Approval of Minutes – Regular meeting dated February 22, 2022

- **Mr. Donnelly made a motion to approve minutes from the regular meeting dated February 22, 2022.**
- **Mr. Dale seconded the motion.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

- a) Review bill payments
 - **Ms. McCutchen made a motion to approve the consent agenda.**
 - **Ms. Stevens seconded the motion.**
 - **Roll Call Vote of all ayes, motion carried.**

IV. Old Business

V. New Business

- a) Swearing in of new Police Officer, Nicholas Poje.
 - Mr. Lawson introduced Nick Poje as the newest police officer at the Tonganoxie Police Department. Mr. Lawson administered the Police Oath of Office.
- b) Ordinance No. 1503: Consider Special Event Permit and Draft Ordinance 1503 Authorizing Alcohol Consumption on Public Property for a Wine and Bingo Event at the Tonganoxie Public Library
 - Mr. Porter explained that the public library is planning a Bingo night on April 14th 2022 for up to 36, of age, attendees where the sale and consumption of wine will be allowed. City Code Section 33 states an ordinance is required to allow the sale and consumption of alcohol on City property. There is also a publication requirement before the ordinance will go into effect.
 - Mr. Wirestone stated they are hoping for a full house.
 - **Ms. Stevens made a motion to adopt Ordinance 1503 and approve the special event permit and draft ordinance that will go for publication authorizing alcohol consumption on public property for the bingo event at the Tonganoxie Library.**
 - **Mr. Donnelly seconded the motion.**
 - **Roll Call Vote of all ayes, motion carried.**
- c) Consideration for Funding Requests for Cultural Organizations
 - Mr. Porter stated during the last Council meeting there was a discussion of the four criteria to evaluate the groups that approach the City requesting funds. The two remaining groups requesting funding, Tonganoxie Art's Council and Tonganoxie Historical Society have both re-submitted their funding requests using the new criteria.
 - Mr. Porter stated \$5,000 has been allocated in the general fund for the 2022 budget. However, that amount will not cover the full requested amount as each organization has requested \$5,000 individually.

- Ms. McCutchen stated her concern is the Art Festival will be held outside of city limits which would not benefit the downtown business.
- Ms. Kelly with the Arts Council explained that Kane Family Farms has offered to help with the festival by paying for the bands, providing restrooms and other expenses. It was also a concern that when the street is closed for the festival it hurts business for the downtown stores on 4th street. It also provides indoor spaces which would be more suitable for the art work that is displayed during the festival if there should be inclement weather.
- Ms. Stevens commented that 4th street does have several boutiques and other businesses that do benefit from festival's held downtown.
- Mr. Donnelly commented that the fact that Kane Family Farms is outside City limits should be a consideration. Also, to consider that not all events are held downtown.
- Mr. Dale agreed that using City funds to support an event outside of City limits should be a consideration, but he does feel the community should be more than just within the City limits.
- Ms. Roberts, from the Tonganoxie Historical Society stated that it was her hope their letter has address the new guidelines properly and they would like to have a partnership.
- **Mr. Himpel made a motion to fund the Tonganoxie Arts Council and the Historical Society for \$5,000 each.**
- **Mr. Donnelly seconded the motion with additional discussion.**
- Mr. Donnelly asked for clarification regarding the amount of funds being requested by Tonganoxie Arts Council. The summary stated \$5,000 but the expected was \$2,500.
- Mr. Dale asked the Historical Society to expand on what the \$5,000 would be used for.
- Ms. Roberts stated that they have removed the proposal for a part time employee. They would like to work with the City to add directional signs to bring awareness to the existence of the museum.
- **Roll Call Vote of all ayes, motion carried.**

d) Geotech Award of Bid and Approval of Contract with PSI, Inc. for the 2022 Church Street Bridge Project

- Mr. Brajkovic stated the bridge survey and stormwater analysis has been completed. BG has recommended doing Geotech work on site at this time.
- Mr. Brajkovic stated the two major advantages are getting competitive bidding which can be incorporated into the design and knowing in advance the conditions will stream line the bidding process.
- Mr. Brajkovic stated that BG has received three bids, the lowest of \$2,675 from PSI.
- Mr. Brajkovic also stated that the sidewalk across the bridge has been incorporated into the design on the east side of the bridge.
- Mr. Donnelly questioned if one bore hole would be enough for the estimated weight the bridge will carry.
- Mr. Brajkovic stated based on the initial analysis of the site no condition issues are expected and given the size of the bridge one boring is ample enough and he agreed with the engineer's recommendations.
- **Mr. Dale made a motion to approve the proposal from PSI for geotechnical exploration associated with the 2022 Church Street Bridge Project for an amount not to exceed \$2,675 and authorization to issue a notice to proceed to the company.**
- **Mr. Donnelly seconded the motion.**
- **Roll Call Vote of all ayes, motion carried.**

e) City Manager Agenda

- Mr. Brajkovic stated Mr. Porter, Mr. Donnelly, Ms. Stevens, Mr. Himpel and himself attended the LCDC annual luncheon. The guess speaker was John Hazlin the new President of Hill's Pet Nutrition.

f) City Attorney Agenda

g) Mayor Pro Tem Agenda

h) City Council Agenda

i) Mayor Agenda

VI. Adjourn

- Mr. Dale made a motion to adjourn the meeting.
- Ms. McCutchen seconded the motion.
- Vote of all ayes, motion carried.
- Meeting adjourned at 7:36 p.m.

Respectfully submitted,

Lindsay Huntington

Lindsay Huntington, Municipal Court Clerk

DRAFT



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 03/05/2022 - 03/18/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1218	Amazon Capital Services, Inc	03/07/2022	Regular	0	59.99	49795
0985	ARMSCOR CARTRIDGE INC	03/07/2022	Regular	0	542	49796
0034	AT&T ACCESS TRANSPORT SERVICES	03/07/2022	Regular	0	74.49	49797
0923	ATTORNEY GENERAL'S OFFICE	03/07/2022	Regular	0	585	49798
1126	Baker Tilly Municipal Advisors, LLC	03/07/2022	Regular	0	37850	49799
1179	Dreamseats LLC	03/07/2022	Regular	0	1216.99	49800
1249	EQUIPMENTSHARE.COM, INC	03/07/2022	Regular	0	683.91	49801
1263	ESO SOLUTIONS INC	03/07/2022	Regular	0	208.53	49802
0189	FIRST STATE BANK & TRUST	03/07/2022	Regular	0	116.86	49803
0206	GAMBINO'S PIZZA	03/07/2022	Regular	0	75	49804
0596	GEOFF SONNTAG	03/07/2022	Regular	0	600	49805
0243	HIMPEL LUMBER & BUILDING SUPPL	03/07/2022	Regular	0	177.79	49806
0250	HONEYCREEK DISPOSAL SERVICE	03/07/2022	Regular	0	31466.33	49807
1121	Jerome Gorman	03/07/2022	Regular	0	1100	49808
0496	KANSAS ONE-CALL SYSTEM, INC.	03/07/2022	Regular	0	93.6	49809
0979	KANSAS REGISTER, KS SECRETARY OF STATE	03/07/2022	Regular	0	21	49810
1271	KENNETH J MOORE	03/07/2022	Regular	0	600	49811
0802	LED DIRECT	03/07/2022	Regular	0	384	49812
0410	LIBERTY NATIONAL	03/07/2022	Regular	0	206.42	49813
0414	LINK LITE NETWORKING, INC.	03/07/2022	Regular	0	922	49814
1246	Mallory Rae Pino	03/07/2022	Regular	0	101	49815
0857	MIDCONTINENT COMMUNICATIONS	03/07/2022	Regular	0	408.35	49816
0465	MOODY'S INVESTORS SERVICE	03/07/2022	Regular	0	20500	49817
0469	MR. TIRE	03/07/2022	Regular	0	1007	49818
0959	OFFICE OF THE KANSAS STATE TREASURER	03/07/2022	Regular	0	615.5	49819
0959	OFFICE OF THE KANSAS STATE TREASURER	03/07/2022	Regular	0	3952.5	49820
0491	OLATHE WINWATER WORKS	03/07/2022	Regular	0	3350.2	49821
0514	PITNEY BOWES, INC.	03/07/2022	Regular	0	121.86	49822
0555	RICOH USA, INC.	03/07/2022	Regular	0	31.46	49823
0579	SECURITY BENEFIT - 457	03/07/2022	Regular	0	4734.09	49824
0614	T-MOBILE	03/07/2022	Regular	0	351.39	49825
0876	TONGANOXIE BUSINESS ASSOCIATION	03/07/2022	Regular	0	5000	49826
0651	USA BLUE BOOK	03/07/2022	Regular	0	492.94	49827
0642	USPS	03/07/2022	Regular	0	1106.11	49828
0661	VISION SERVICE PLAN	03/07/2022	Regular	0	400.96	49829
1082	1st Due Emergency Response Solutions, LLC	03/14/2022	Regular	0	4216.9	49830
0046	BAY BRIDGE ADMINISTRATORS, LLC	03/14/2022	Regular	0	553.6	49831
0064	BOUND TREE MEDICAL, LLC	03/14/2022	Regular	0	39.99	49832
0749	BROADVOICE	03/14/2022	Regular	0	136.41	49833
0099	CITY OF LEAVENWORTH	03/14/2022	Regular	0	7417.84	49834
0136	DELTA DENTAL PLAN OF KANSAS,IN	03/14/2022	Regular	0	2344.79	49835
0671	Evergy	03/14/2022	Regular	0	10691.91	49836
0813	FREESTATE ELECTRIC COOPERATIVE	03/14/2022	Regular	0	1728	49837
0205	GALL'S LLC	03/14/2022	Regular	0	100	49838
1239	GODFREY'S INDOOR SHOOTING AND ARCHERY	03/14/2022	Regular	0	800.79	49839
0330	KANSAS GAS SERVICE	03/14/2022	Regular	0	2285.32	49840
0757	KEBRA CHILSON	03/14/2022	Regular	0	360	49841
0911	KRANZ OF KANSAS CITY	03/14/2022	Regular	0	1442.95	49842
0391	LAWRENCE JOURNAL WORLD	03/14/2022	Regular	0	73.92	49843
1116	LEO on Guard LLC	03/14/2022	Regular	0	625	49844
0429	MARC	03/14/2022	Regular	0	1720	49845
0857	MIDCONTINENT COMMUNICATIONS	03/14/2022	Regular	0	359.18	49846
0857	MIDCONTINENT COMMUNICATIONS	03/14/2022	Regular	0	299.15	49847
0500	O'REILLY AUTO PARTS	03/14/2022	Regular	0	559.86	49848

My Check Report

Date Range: 03/05/2022 - 03/18/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0568	SAMS CLUB	03/14/2022	Regular	0	359.79	49849
0628	TODD'S TIRE, LLC	03/14/2022	Regular	0	18	49850
1079	Tonganoxie Arts Council	03/14/2022	Regular	0	5000	49851
1292	TONGANOXIE COMMUNITY HISTORICAL SOCIETY	03/14/2022	Regular	0	5000	49852

Bank Code AP Bank Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	73	58	0.00	165,290.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	73	58	0.00	165,290.67

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	73	58	0.00	165,290.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	73	58	0.00	165,290.67

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	3/2022	165290.67
			<u>165290.67</u>



CITY OF TONGANOXIE

Special Event Permit Application

APPROVED _____	DENIED _____
Date: _____	
Police Chief: _____	
Permit # <u>005</u>	Fee <u>N/A</u>

PW PD FD ✓

Application deadline is no later than 20 days prior to the event
Number of days until event begins? (Do not count today or the first day of the event)

EVENT-GENERAL INFORMATION

Name of Event: Tonganoxie Farmers Market

Start date of Event: May 12, 2022

End date of Event: October 13, 2022

Event Hours: 4:00-8:00 each Thursday

Type of Event:	Commercial <input type="checkbox"/>	Application Fees:	No booths or tents	\$50.00	<input type="checkbox"/>
	Private <input type="checkbox"/>		With booths and/or tents	\$250.00	<input type="checkbox"/>
	Non-Profit <input checked="" type="checkbox"/>	Exempt from fees	With City services one day	\$250.00	<input type="checkbox"/>
			With City services two days	\$500.00	<input type="checkbox"/>
			With City services three days or more	\$1,000.00	<input type="checkbox"/>

Will this event be open to the general public? Yes No
If 'No', who will be invited? _____

Description of Event: The Market will make locally produced food and products more available to area residents, create a marketing opportunity for farmers.

Location(s) of Event (Include addresses): Tonganoxie Public Library Parking Lot
217 E Fourth St.

Parades: Additional Requirements: Attach Diagram of Route _____

of People Walking: _____ # of Motor Vehicles: _____

of Floats: _____ # of Bands: _____

of Horses: _____ Other Special Activities: (describe) _____

CITY SERVICES REQUESTED

Police Department Escort:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers/Cars requested	_____
Police Department Security	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers requested	_____
Police Department Traffic Control	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers requested	_____
Fire Department First Aid Standby:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	How many?	_____
Fire Department Burn Permit	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	(Burn permits are available at the Fire Station)	_____
Public Works Street Barricades:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		

Street closures requested

Names of Streets or Intersections	Dates	Times

Other City Services Requested: None

(List types requested, when and where)

Buildings to be used in conjunction with the event (list addresses)

Anticipated Attendance: Event Total _____ Thursday Per day 250 Per Week _____

Will food be offered for sale?

Yes

No

If 'Yes', reference Zoning, Section 33, Division 2 for potential vendor permits required.

List vendors to be included as part of this permit (All other vendors will be required to obtain their own permit)

Only approved vendors will be allowed, which are exempt according to zoning, Sec. 33 division 2, 33-104 vending permit exempt

Location of vendors/booths/stalls/tents

SIGNAGE

Will public advertising be used?
What type of public advertising?

Yes No

Street banner Sandwich Signs Other
Public Library

Where will these signs be displayed?

When will the signs be displayed?
(Beginning and ending date)

May to October

The name and phone number of the person responsible for removal of the signs

Name: Natalie Frese
Number: 913-369-5493

Attach sample sign copy to this application for approval. Include sign materials, dimensions, lighting, and attachment details as appropriate.

TEMPORARY FACILITIES

Number and location of any temporary toilets

0

Number and location of any temporary water facilities

0

CONTACT INFORMATION

Primary Event Contact Name Natalie Frese
Address 1012 Pleasant - Tonganoxie
Primary Phone 913 369 5493 Secondary Phone 913 369 5610

Secondary Event Contact Name Chad Gilliland
Address 23338 Kissinger Rd. Leavenworth
Primary Phone 785-491-1978 Secondary Phone _____

I certify by my signature that the city is indemnified for this event and that public property will be protected and/or cleaned and restored to its condition prior to the Special Event. I further agree that the standards set forth in the ordinance, as provided to me, have or will be satisfied upon the completion of this event.

Natalie Frese
Signature of Applicant

2/21/22
Date

Required materials needed to file this application:

- Application and fee (as applicable)
- A signed affidavit by any property owner whose property will be used for this event, if applicant is not the property owner.
- A site plan depicting the location of event, identified buildings that will be used, proposed parking areas, outdoor display areas, signs, temporary toilets, temporary water supplies streets, and property lines, or other information that may be required by the City Administrator or his designee.
- Proof of Liability Insurance, if required by the City Administrator.
- Any other information as required by the City Administrator or his designee that is necessary to evaluate this application.
- If on private property, a fully signed and notarized Affidavit permission from the property owner(s).

Special Event & Parade Application

General Requirements and Conditions

A Special Event shall be defined as, but not limited to, any short-term use of land or temporary structure(s) activity held on the public ways such as athletic events, auction/estate sales, street exhibitions, block parties, carnivals, multiple store sidewalk sales, circuses, fairs, animal shows, promotional activities, parades, fun runs, stands or concessions, wild west shows, etc.

A Parade shall be defined as any procession of 15 or more persons and/or three or more vehicles, except funeral processions, students participating in education activities-provided such conduct is under the direction and supervision of school authorities, or any governmental agency acting within the scope of its function.

A Permit, if issued, authorizes Applicant and Sponsor Organization to conduct a special event, parade or procession with the assistance of the Police Department.

Application review process – We will send a copy of your application to the following departments for review and comment: Police Department, Street Department, Recreation Commission, Chamber of Commerce and City Engineer. The application and comments will be reviewed and approved by the Chief of Police, 913-369-3754.

Certificate of Insurance – Submit with the application, a Certificate of Insurance as evidence that the Sponsor Organization has and will maintain during this event, General Liability insurance in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence, issued by a surety which is licensed to do business in the State of Kansas. The name of the Sponsor Organization which you list on the application must be either identical to or include the name of the Insured Organization listed on the Certificate of Insurance. The Certificate of Insurance must:

- Name as both an Additional Insured and Certificate Holder the "City of Tonganoxie, 321 S. Delaware Tonganoxie KS
- Contain a cancellation clause stating that the issuing company will provide written notice to the City of Tonganoxie at least 30 days in advance if the policy is cancelled before the expiration date;
- Include the name of the event in the "Description of Operation" section or similar sections;
- Be original documents (no photocopies or faxes).


Proof of Clean-Up Agreement –submit with the Application proof that a cleanup agreement exists. Applicant and Sponsor Organization are responsible for cleanup and shall remove all trash and litter resulting from this event from the streets, sidewalks and public ways. Failure to properly cleanup will jeopardize future permit privileges.

Police Department – applicant must contact the Police Department at 369-3754 to schedule for law enforcement officers for security, parade escort and traffic control assistance.

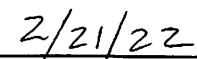
Possession and Exhibition Permit – The Permit for the procession or parade shall be in the possession of the applicant or a representative of the applicant during the parade or procession and shall be presented, on request of any city official.

Mail all correspondence to City of Tonganoxie, 321 S. Delaware, PO Box 326, Tonganoxie KS 66086 or call City Hall at 913-845-2620 if you have any questions.

I have read and understood the above General Requirements and Conditions. I understand the Applicant and Sponsor Organization are responsible for cleanup and shall remove all trash and litter resulting from this event from the streets, sidewalks and public ways.



Signature of Applicant



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Evans Real Estate Co 502 East 4th Tonganoxie KS 66086	CONTACT NAME: john w evans ii PHONE (A/C, No, Ext): 913 845 2400 E-MAIL ADDRESS: john22sunflower.com	FAX (A/C, No): 913 845 2481
	INSURER(S) AFFORDING COVERAGE	
INSURED Tonganoxie Farmers Market 217 E 4th Tonganoxie KS 66086	INSURER A: MESA Underwriters Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MP001500300822-1	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Farmers Market Event Insurnace

CERTIFICATE HOLDER **CANCELLATION**

City of Tonganoxie 526 E 4th St Tonganoixe KS 66086	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John W Evans II
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Office of the City Manager
AGENDA STATEMENT

DATE: March 21, 2022
TO: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Tonganoxie Days Event Planning Discussion – 2022 Budget

DISCUSSION:

An Event Planning Group for the 2022 Tonganoxie Days event has convened several times over the past two months and advanced preparations for this year's Tonganoxie Day's event. The planning group has been comprised of members of the City of Tonganoxie Governing Body, City staff, and leaders in the Tonganoxie Business Association. The goal of the Tonganoxie Days event is to promote the local community by offering a family friendly event with diverse programming and entertainment options. There is a commitment to keeping the event free of charge and focused on the City's historic downtown business corridor.

The attached letter provided by the Tonganoxie Business Association outlines the Tongie Day event schedule and the 2022 Budget Estimates.

John Bretthauer with the Tonganoxie Recreation Commission has coordinated a Firework display to be located in the County at the Leavenworth County Fairgrounds. This information is just to make the City Council aware of the event and the planned location.

The additional steps required for the City to complete approvals associated with the event will include adoption of a resolution exempting a designated area at the event from the typical prohibitions against consumption of alcoholic beverages on public streets, alleys, and right of way.

More information about the proposed 2022 event budget will be presented at the City Council meeting for discussion.

BUDGET IMPACT:

The City budgeted \$10,000 for the support of community events in the 2022 fiscal year. Typically, the event contributions have included \$7,500 for Tonganoxie Days and approximately \$2,500 for the Mayor's Tree Lighting event held in November. Approval of the proposed event budget contribution of \$7,500 will not result in a negative financial impact for the City.

ACTION NEEDED:

Make a motion to approve the draft 2022 Tonganoxie Days event budget and authorize distribution of \$7,500 to the Tonganoxie Business Association to support the event costs.

ATTACHMENTS:

Letter attached from the Tonganoxie Business Association

cc: George Brajkovic, City Manager



March 18, 2022

To: Honorable Mayor David Frese and Members of the City Council

From: Monica Gee, President

Subject: Tonganoxie Days Event Planning – 2022 Budget

The planning group for the 2022 Tongie Days event has met and preparations for this year's event are under way. The group is comprised of members of the City of Tonganoxie Governing Body, City Staff, and leaders in the Tonganoxie Business Association. Our goal is to promote the local community by offering a family friendly event with diverse programming and entertainment options. There is a commitment to keeping the event free of charge and focused on the City's historic downtown business corridor.

The majority of the event preparation for items like vendor solicitation, marketing efforts, preparation of a City special event permit, and public safety preparations will take place in May, June, and July.

This year's event is scheduled for September 17th, 2022 and the planned duration is from 9am to 10pm. The general location of the proposed street closures and event activities will be the 4th Street corridor with the boundaries being Shawnee Street to the West and Main Street to the East. Event staff will contact all business owners in advance of the event to advice of the planned programming and street closures to local traffic.

2022 Budget Estimates-

\$0	Children's Games and Activities
\$0	Craft and Food Vendors
\$500	Car Cruise
\$3500	Musical Performances & Street Dance
\$1000	Public Restroom Rental
\$0	Alcohol Sales
<u>\$2500</u>	Event Advertisements, Marketing, Giveaways, T-Shirts and Interactive Performers
\$7500	Total Event Budget

RESOLUTION NO. 03-22-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONSTRUCTION CONTRACT FOR THE 2022 WATER TOWER PROJECT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND CALDWELL TANKS, INC.

WHEREAS, CALDWELL TANKS, INC., a Kentucky corporation ("Contractor"), desires to provide construction services for the new water tower at the Tonganoxie Business Park (the "Project");

WHEREAS, the Project would promote the public good, health, and welfare within the City of Tonganoxie, Kansas (the "City"); and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Notice of Award to Contractor attached hereto as **Exhibit A**, and the Construction Contract for 2022 Water Tower Project (the "Contract") with Contractor.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS:

Section 1. The Governing Body hereby approves the Notice of Award in the form attached hereto and the Contract in the form on file with the City Clerk.

Section 2. The Mayor is hereby authorized to execute in the name of the City, the Notice of Award and the Contract. The City Manager and other officials and representatives of the City are hereby authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page follows.]

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR THIS 21ST DAY OF MARCH, 2022.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

Notice of Award

[Attached.]

March 18, 2022

City Council
City of Tonganoxie
526 E 4th Street
Tonganoxie, KS 66086

RE: City of Tonganoxie, Kansas
2022 Industrial Park 750,000 Gallon Water Tower Improvements
Engineer Project Number: 21-1343L

Dear City Council:

On March 17, 2022, at 3:00 p.m., 4 bids and an Engineer's Estimate were received and read publicly for the above referenced project.

Bid summaries are shown below, for quick reference, in ascending order based on the total bid cost. Detailed bid tabulations are attached.

Bidder	Base Bid
Engineer's Estimate	\$2,947,402
Gerard Tank & Steel	\$2,616,000
Caldwell Tanks	\$3,299,000
Landmark Structures	\$3,768,000
Phoenix Fabricators & Erectors	\$3,848,000

Gerard Tank & Steel is the apparent low bidder; however, upon review of the qualifications statement, none of the tanks constructed by Gerard Tank & Steel meet the requirements of a 750,000-gallon, composite style tank. Since the Contractor does not meet the necessary qualifications stated in the project manual, it is recommended that the City reject the bid from Gerard Tank & Steel.

BG Consultants, Inc. recommends the City **award the Contract and authorize construction of the Base Bid to Caldwell Tanks in the amount of \$3,299,000 contingent on review and acceptance from EDA.** This recommendation is based upon our opinion of the lowest responsive, responsible bidder for the project.

Sincerely,



Paul Owings, P.E.
Project Manager

Attachments
Original Bid Documents

BID TABULATIONS
2022 Industrial Park 750,000 Gallon Water Tower Improvements
 Tonganoxie, Kansas
 Bid Letting March 17, 2022
 21-1343L

Item # Base Bid	Description	Quantity	Unit	Engineer's Estimate		Gerard Tank & Steel, Inc.		Caldwell Tanks, Inc.		Landmark Structures		Phoenix Fabricators and Erectors, LLC	
				Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
1.	Mobilization	1	LS	\$ 169,847.00	\$ 169,847.00	\$ 40,000.00	\$ 40,000.00	\$ 164,000.00	\$ 164,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2.	Construction Staking	1	LS	\$ 6,200.00	\$ 6,200.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
3.	Clearing and Grubbing	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 500.00	\$ 500.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00
4.	Traffic Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00	\$ 7,000.00
5.	Aggregate Surfacing (6")	417	SQYD	\$ 15.00	\$ 6,255.00	\$ 10.00	\$ 4,170.00	\$ 30.00	\$ 12,510.00	\$ 55.00	\$ 22,935.00	\$ 30.00	\$ 12,510.00
6.	Concrete Pavement (6") (AE)	39	SQYD	\$ 110.00	\$ 4,290.00	\$ 100.00	\$ 3,900.00	\$ 95.00	\$ 3,705.00	\$ 150.00	\$ 5,850.00	\$ 175.00	\$ 6,825.00
7.	Connect to Existing Waterline	1	EACH	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,500.00	\$ 5,500.00
8.	16" Butterfly Valve	4	EACH	\$ 6,000.00	\$ 24,000.00	\$ 6,500.00	\$ 26,000.00	\$ 5,700.00	\$ 22,800.00	\$ 10,000.00	\$ 40,000.00	\$ 8,000.00	\$ 32,000.00
9.	12" Butterfly Valve	1	EACH	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00
10.	16" Ductile Iron Pipe (R.J.)	180	LNFT	\$ 200.00	\$ 36,000.00	\$ 250.00	\$ 45,000.00	\$ 150.00	\$ 27,000.00	\$ 250.00	\$ 45,000.00	\$ 170.00	\$ 30,600.00
11.	16" Ductile Iron Pipe (Exposed)	13	LNFT	\$ 160.00	\$ 2,080.00	\$ 250.00	\$ 3,250.00	\$ 1,000.00	\$ 13,000.00	\$ 750.00	\$ 9,750.00	\$ 2,900.00	\$ 37,700.00
12.	12" Ductile Iron Pipe (Exposed)	13	LNFT	\$ 120.00	\$ 1,560.00	\$ 150.00	\$ 1,950.00	\$ 900.00	\$ 11,700.00	\$ 500.00	\$ 6,500.00	\$ 1,800.00	\$ 23,400.00
13.	5-1/4" Fire Hydrant Assembly	1	EACH	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00	\$ 7,500.00	\$ 11,000.00	\$ 11,000.00	\$ 8,500.00	\$ 8,500.00
14.	750,000 Gallon Composite Elevated Storage Tank	1	LS	\$ 2,510,000.00	\$ 2,510,000.00	\$ 2,215,295.00	\$ 2,215,295.00	\$ 2,751,804.00	\$ 2,751,804.00	\$ 3,293,000.00	\$ 3,293,000.00	\$ 3,287,933.00	\$ 3,287,933.00
15.	Diaphragm Control Valve	1	EACH	\$ 15,000.00	\$ 15,000.00	\$ 42,000.00	\$ 42,000.00	\$ 37,500.00	\$ 37,500.00	\$ 38,000.00	\$ 38,000.00	\$ 45,000.00	\$ 45,000.00
16.	Hydrodynamic Mixing System	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 85,000.00	\$ 85,000.00
17.	Erosion Control	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
18.	Earthwork	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 8,500.00	\$ 8,500.00	\$ 50,000.00	\$ 50,000.00	\$ 22,000.00	\$ 22,000.00
19.	Seeding, Fertilizing, and Mulching	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
20.	Chainlink Fence (6'-0")	351	LNFT	\$ 70.00	\$ 24,570.00	\$ 85.00	\$ 29,835.00	\$ 81.00	\$ 28,431.00	\$ 60.00	\$ 21,060.00	\$ 82.00	\$ 28,782.00
21.	Slide Gate (Chainlink) (4'-0")	1	EACH	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00	\$ 440.00	\$ 440.00	\$ 1,650.00	\$ 1,650.00
22.	Slide Gate (Chainlink) (12'-0")	1	EACH	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 7,750.00	\$ 7,750.00	\$ 2,500.00	\$ 2,500.00	\$ 8,300.00	\$ 8,300.00
23.	Identification Sign	1	EACH	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
24.	Concrete Bollards	2	EACH	\$ 800.00	\$ 1,600.00	\$ 750.00	\$ 1,500.00	\$ 250.00	\$ 500.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
25.	Concrete Splash Pad	1	EACH	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,515.00	\$ 4,515.00	\$ 4,000.00	\$ 4,000.00
26.	Riprap (Light Stone) (200 lbs)	20	TON	\$ 100.00	\$ 2,000.00	\$ 150.00	\$ 3,000.00	\$ 75.00	\$ 1,500.00	\$ 160.00	\$ 3,200.00	\$ 160.00	\$ 3,200.00
27.	Electrical Utility Service	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
28.	Electrical	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 115,000.00	\$ 115,000.00	\$ 55,250.00	\$ 55,250.00	\$ 112,000.00	\$ 112,000.00
	Base Bid Total =			\$ 2,947,402.00	\$ 2,947,402.00	\$ 2,616,000.00	\$ 2,616,000.00	\$ 3,299,000.00	\$ 3,299,000.00	\$ 3,768,000.00	\$ 3,768,000.00	\$ 3,848,000.00	\$ 3,848,000.00

Notice of Award, Draft Agreement, and Notice to Proceed
EDA project #05-79-06151

NOTICE OF AWARD

Date of Issuance:

Owner: City of Tonganoxie, Kansas Owner’s Project No.: 21-1343L

Engineer: BG Consultants, Inc. Engineer’s Project No.: 21-1343L

Project: 2022 Industrial Park 750,000 Gallon Water Tower Improvements

Contract Name: 2022 Industrial Park 750,000 Gallon Water Tower Improvements

Bidder:

Bidder’s Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$_____ Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner five counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ~~10~~ 15 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Tonganoxie, Kansas**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2022 INDUSTRIAL PARK 750,000 GALLON WATER TOWER IMPROVEMENTS

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The Work described in Article 1 is the same as the Project in its entirety.

ARTICLE 3 – ENGINEER

3.01 The Owner has retained BG Consultants, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has be designed by “Engineer”.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **February 1, 2023**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **March 1, 2023**.

This document is a MODIFIED version of EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, whether actual, direct, excess, or consequential, for such delay except for special damages (if any) specified in this Agreement.
- ~~C. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

Deleted

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit and whose total is listed below.

_____ \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 15 day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage);
 - 1) ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to~~

~~Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

Deleted

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 10 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **15** sheets with each sheet bearing the following general title: **2022 INDUSTRIAL PARK 750,000 GALLON WATER TOWER IMPROVEMENTS**.

7. Addenda (numbers [number] to [number], inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Leavenworth County, Kansas Permits
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have

been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

NOTICE TO PROCEED

Owner: City of Tonganoxie, Kansas Owner's Project No.: 21-1343L
Engineer: BG Consultants, Inc. Engineer's Project No.: 21-1343L
Contractor: _____ Contractor's Project No.: _____
Project: 2022 Industrial Park 750,000 Gallon Water Tower Improvements
Contract Name: 2022 Industrial Park 750,000 Gallon Water Tower Improvements
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Tonganoxie, Kansas
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

Excerpt of Project Manual - EDA project #05-79-06151

PROJECT MANUAL

for

CITY OF TONGANOXIE, KANSAS
2022 INDUSTRIAL PARK 750,000 GALLON
WATER TOWER IMPROVEMENTS
EDA Project Number 05-79-06151



City of Tonganoxie, Kansas

526 East 4th Street
Tonganoxie, Kansas 66086

FEBRUARY 2022
Project No. 21-1343L

**TABLE OF CONTENTS**

Doc. No.	DESCRIPTION
00111	ADVERTISEMENT FOR BIDS*
00200	INSTRUCTIONS TO BIDDERS*
00410	BID FORM*
00430	BID BOND*
00451	QUALIFICATIONS STATEMENT*
00452	KANSAS SOS APPOINTMENT OF SERVICE AGENT
00510	NOTICE OF AWARD*
00520	AGREEMENT BETWEEN OWNER AND CONTRACTOR*
00550	NOTICE TO PROCEED*
00610	PERFORMANCE BOND*
00615	STATUTORY BOND
00620	CONTRACTOR'S APPLICATION FOR PAYMENT
00625	CERTIFICATE OF SUBSTANTIAL COMPLETION*
00626	NOTICE OF ACCEPTABILITY OF WORK*
00630	RELEASE OF FINAL ESTIMATE BY SURETY
00635	CONTRACTOR'S AFFIDAVIT
00700	STANDARD GENERAL CONDITIONS*
00800	SUPPLEMENTARY CONDITIONS*
00941	CHANGE ORDER*



Note: The above documents noted with an asterisk (*) are based on the 2018 EJCDC Construction documents that has been modified by BG Consultants, Inc. for the express purpose of complying with USDA Rural Development requirements. Additions to the text by USDA are denoted by bold text and additions to the text by BG Consultants are denoted by underlined text. Deletions are denoted by strikethroughs.

EXHIBITS:

- KDHE REQUIREMENTS
- COUNTY PERMITS
- GEOLOGY REPORT

TECHNICAL SPECIFICATIONS:**DIVISION 1 – GENERAL REQUIREMENTS**

01 10 00 Summary
01 20 00 Price and Payment Procedures
01 31 00 Project Management and Coordination
01 33 00 Submittal Procedures
01 40 00 Quality Requirements
01 50 00 Temporary Facilities and Controls
01 60 00 Product Requirements
01 77 00 Closeout Procedures
01 79 00 Demonstration and Training

DIVISION 2 – EXISTING CONDITIONS

(Not Used)

DIVISION 3 – CONCRETE

03 30 00 Cast-In-Place Concrete
03 35 00 Interior Concrete Surfaces Sealers

DIVISION 4 – MASONRY

(Not Used)

DIVISION 5 – METALS

(Not Used)

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES

(Not Used)

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

07 92 00 Joint Sealers



DIVISION 8 – OPENINGS

(Not Used)

DIVISION 9 – FINISHES

09 91 00 Painting

09 97 16 Water Tank Coating System (New Tank)

DIVISION 10 – SPECIALTIES

(Not Used)

DIVISION 11 – EQUIPMENT

(Not Used)

DIVISION 12 – FURNISHINGS

(Not Used)

DIVISION 13 – SPECIAL CONSTRUCTION

(Not Used)

DIVISION 14 – CONVEYING EQUIPMENT

(Not Used)

DIVISION 21 – FIRE SUPPRESSION

(Not Used)

DIVISION 22 – PLUMBING

(Not Used)

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

(Not Used)

DIVISION 25 – INTEGRATED AUTOMATION

(Not Used)

DIVISION 26 – ELECTRICAL

(Not Used)

DIVISION 27 – COMMUNICATIONS

(Not Used)

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

(Not Used)

DIVISION 31 – EARTHWORK

31 10 00 Site Clearing

31 20 00 Earth Moving



DIVISION 32 – EXTERIOR IMPROVEMENTS

- 32 13 13 Concrete Paving
- 32 15 00 Aggregate Surfacing
- 32 31 13 Chain Link Fences and Gates
- 32 92 00 Turfs and Grasses

DIVISION 33 – UTILITIES

- 33 11 13 Public Water Utility Distribution Piping
- 33 12 16 Utility Distribution Valves
- 33 13 00 Disinfecting of Water Utility Distribution (Appendix D)
- 33 14 00 Pressure and Leakage Testing of Water Mains (Appendix C)
- 33 16 00 Composite Elevated Tank
- 33 16 23 HMS Mixing System

DIVISION 34 – TRANSPORTATION

(Not Used)

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION

(Not Used)

DIVISION 40 – PROCESS INTEGRATION

- 40 05 07 Hangers and Supports for Process Piping
- 40 70 10 Measuring and Controlling Instruments

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT

(Not Used)

DIVISION 42 – PROCESS HEATING, COOLING, AND DRYING EQUIPMENT

(Not Used)

DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT

(Not Used)

DIVISION 44 – POLLUTION CONTROL EQUIPMENT

(Not Used)

DIVISION 45 – INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT

(Not Used)

DIVISION 48 – ELECTRICAL POWER GENERATION

(Not Used)

**Advertisement for Bids
City of Tonganoxie, Kansas
2022 Industrial Park 750,000 Gallon
Water Tower Improvements**

General Notice

City of Tonganoxie, Kansas (Owner) is requesting Bids for the construction of the following Project:

**2022 Industrial Park 750,000 Gallon
Water Tower Improvements**

Bids for the construction of the Project will be received at the **Tonganoxie City Hall** located at **526 E. 4th Street, Tonganoxie, Kansas**, until **Thursday, March 17 at 3:00 PM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Construction of a 750,000 Gallon Composite Water Tower.

Information and Bidding Documents for the Project can be found at the following designated website:

www.drexeltech.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Drexel Technologies
10840 West 86th Street, Lenexa, KS 66214, 913-371-4430

Prospective Bidders may examine the Bidding Documents at the following:

1. BG Consultants, Inc. www.bgcons.com
2. Drexel Technologies www.drexeltech.com

Bidding Documents may be viewed and ordered online by registering with the Issuing Office at www.drexeltech.com. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The cost of printed Bidding Documents from the Issuing Office will depend on the number and size of the Drawings and Project Manual, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable. Contract Documents will be shipped only if the requesting party assumes responsibility for all related shipping charges. Non-refundable corporate, certified, or cashier's checks shall be made payable to Drexel Technologies. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office. Additional assistance is available at distribution@drexeltech.com.

A pre-bid conference for the Project will be held on **Thursday, March 10 at 2:00 PM** at **Tonganoxie City Hall 526 E. 4th Street, Tonganoxie, Kansas**. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This document is a MODIFIED version of EJCDC® C-111, Advertisement for Bids for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

The Owner reserves the right to reject any and all bids and to waive any irregularities therein.

David Frese
Mayor
City of Tonganoxie, Kansas
February 25, 2022



ADDENDUM NO. 1

Project: 2022 Industrial Park 750,000 Water Tower Improvements
City of Tonganoxie, KS
BG Project No. 21-1343L

Date Issued: March 10, 2022

Bid Date & Time: March 17, 2022 @ 3:00 P.M.

The following items shall amend, or in case of conflict, supersede the contract documents for the above referenced project:

Item 1:

The anticipated award date is March 21, 2022, by regular city council meeting.

Item 2:

Specification 09 97 16 Part 2.02.B.3 and 2.02.B.4 are modified to read as follows:

3. Stripe Coat: Apply one stripe coat of Tnemec Series N140 Pota-Pox Plus to all seams, welds and pits.
4. Finish Coat: Apply one complete coat of Tnemec Series 22 Epoxoline at a dry film thickness of 20.0-24.0 mils.

Item 3:

Sheet E100 is replaced with the attached, which corrects plan scales and a graphics issue that cut off a note at the top of the sheet.

Item 4:

The pre-bid meeting will be held on Thursday, March 10, 2022 at 2:00 p.m. in person at the Tonganoxie city hall as well as online through a Zoom web/telephone meeting. The meeting can be joined through the following hyperlink and telephone numbers:

<https://us02web.zoom.us/j/82172116125>

Meeting ID: 821 7211 6125

One tap mobile

+12532158782,,82172116125# US (Tacoma)

+13462487799,,82172116125# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 821 7211 6125

Find your local number: <https://us02web.zoom.us/j/82172116125>

Sincerely,

BG Consultants, Inc.



Paul Owings, P.E.

Project Manager

Acknowledge Receipt of Addendum **and** include Addendum in proposal:

Contractor's Signature

Company

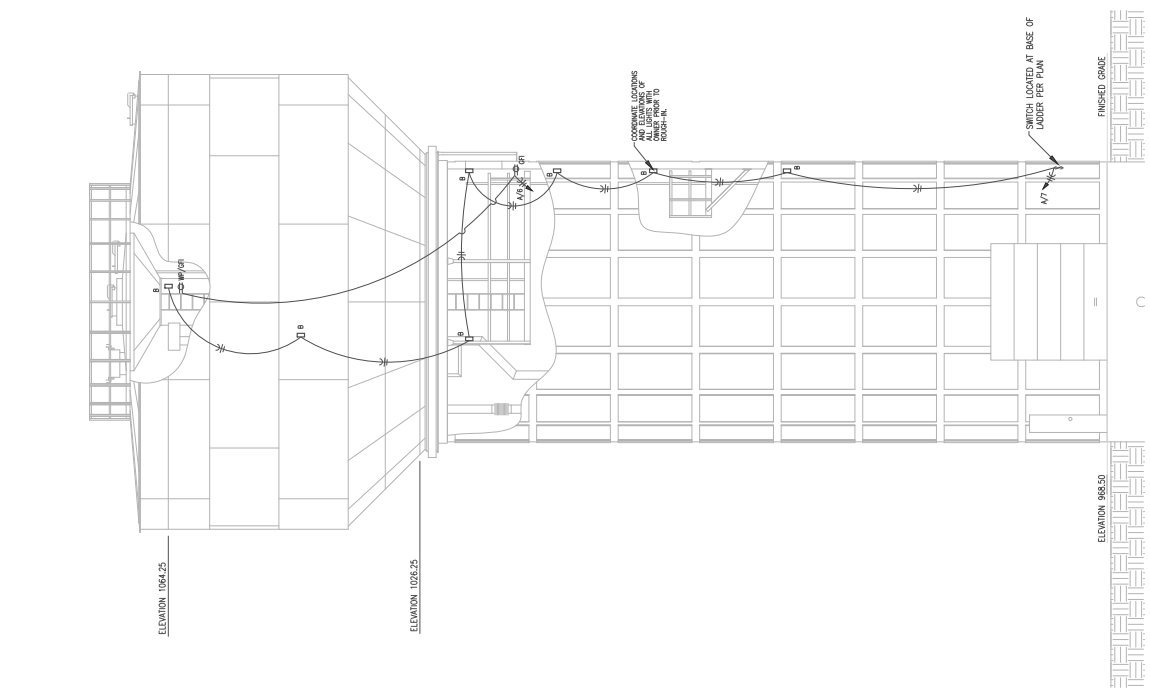
NO.	1	REVISIONS	ADDEDUM 1
DATE	3/1/22	JEM	



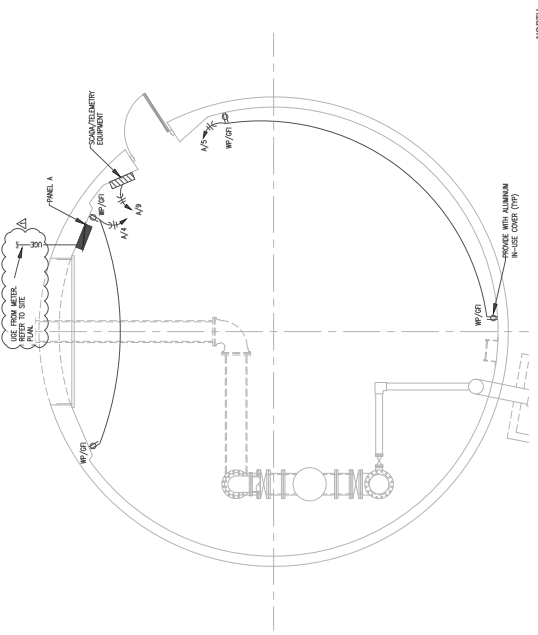
Engineer:	JEM
Designer:	SAR
Date:	2/17/2022
Project No.:	21-134-3L
Sheet No.:	Total Sheets
E100	15

- GENERAL NOTES:**
- COORDINATE ALL WORK WITH ALL OTHER TRADES, EXISTING CONDITIONS, ETC.
 - VERIFY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
 - INSTALL ALL RECEPTACLES AND LIGHT SWITCHES AT 4'-0" AFF TO CENTERLINE.
 - VERIFY FINISH WORKING HEIGHTS OF ALL DEVICES WITH FINISHERS.
 - LOCATE ALL EXISTING LOCATIONS OF ALL NEW DEVICES INDICATED.
 - ALL BRANCH CIRCUIT WIRING IS TO BE #10 CONDUCTORS IN 3/4" CONDUIT UNLESS OTHERWISE NOTED.

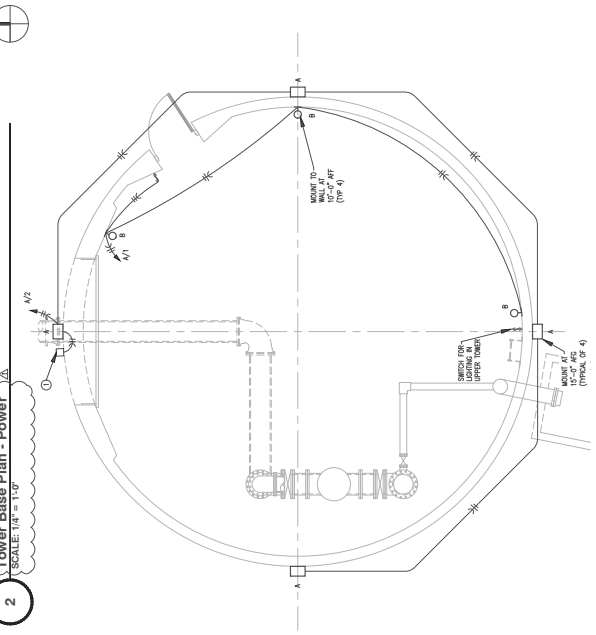
- KEYED NOTES:**
- (1) #10, #10 GND IN 3/4" A/C ROUTE THROUGH TOWER AT 15' AFF.
 - OVERSEED DOOR OPERATORS, VERIFY POWER AND CONTROL REQUIREMENTS WITH EQUIPMENT PROVIDER. ALL POWER AND CONTROL WIRING ARE TO BE ROUTED IN CONDUIT.



3 Tower Elevation/Section - Electrical
NOT TO SCALE



2 Tower Base Plan - Power
SCALE: 1/4" = 1'-0"



1 Tower Base Plan - Lighting
SCALE: 1/4" = 1'-0"

ADDENDUM NO. 2

Project: 2022 Industrial Park 750,000 Gallon Water Tower Improvements
City of Tonganoxie, KS
BG Project No. 21-1343L

Date Issued: March 15, 2022

Bid Date & Time: March 17, 2022 @ 3:00 P.M.

The following items shall amend, or in case of conflict, supersede the contract documents for the above referenced project:

Item 1:

Bidders shall attach a qualification statement to the bid with supporting documentation showing evidence of the completion of 5 composite water towers with a capacity of 750,000 gallons or greater.

Item 2:

On detail 3 on Sheet C2.0, an outside shaft ladder is shown for access to the exterior painter's rail. If the exterior painter's rail can be reached without a ladder, then the outside shaft ladder may be omitted from the tank.

Item 3:

Sheet C2.0 is modified by addendum. See enclosed sheet.

Item 4:

Section 33 16 00 Part 2.02.E.2 shall include the following sentence at the end of its paragraph:

"The inlet and outlet riser pipe material shall be a minimum of schedule 10, 304 stainless steel. Final design and selection of material will be the responsibility of the tower design engineer."

Item 5:

Section 33 16 00 Part 2.02.E.5 shall include the following sentence at the end of its paragraph:

"The overflow pipe material shall be a minimum of 11-gauge, 304 stainless steel. Final design and selection of material will be the responsibility of the tower design engineer."

Item 6:

Section 33 16 00 Part 3.01.A.1 shall include the following sentence at the end of its paragraph:

“Grinding of weld contours shall approximate Condition D of NACE Standard SP0178.”

Item 7:

Section 33 16 00 Part 2.02.E.3.b shall be modified to read as the following:

- b. Material: The material shall be Foamglas cellular glass thermal insulation, ASTM C 552, 2” thick, jacketed with Pittwrap-stainless steel or aluminum jacketing (0.016 thickness), as manufactured by Pittsburg Corning Corporation; TRYMER 2000 XP polyisocyanurate insulation, ASTM C591, jacketed with stainless steel or aluminum jacketing (0.016 thickness) as manufactured by ITW Insulation Systems; or approved equal. The jacket shall be secured as recommended by the manufacturer.

Item 8:

Section 33 16 00 Part 2.02.E.11 shall be modified to read as the following:

11. Platform: A 4- or 5-foot-wide upper platform shall be located at the top of the concrete support column to provide access from the pedestal ladder to the roof access ladder located on the interior of the access tube. Platforms shall be provided with handrails, midrails and toe plates in accordance with OSHA requirements. Grating shall be used for the walking surface. The components of the platform shall be galvanized steel.

Item 9:

Section 33 16 00 Part 2.02.E.13.d shall be modified to read as the following:

- d. Ladder shall be fabricated of aluminum or galvanized steel with grooved, skid-resistant rungs, per OSHA.

Item 10:

The tower inlet/outlet pipe as shown on detail 3 on Sheet C2.0 shall be installed above the pile cap. The pipe is not to be routed under the pile cap.

Item 11:

In the Agreement between Owner and Contractor Article 4 – Contract Times, the date for substantial completion shall be modified to be **May 1, 2023**, and the date for final completion shall be modified to be **May 31, 2023**.

Item 12:

Sheet G2.0 Note 5 shall be modified to read as follows:

5. THE CONTRACTOR SHALL BE ALLOWED TO WORK ON WEEKENDS (SATURDAYS/SUNDAYS) AND HOLIDAYS.

Item 13:

Electronic bid submittals will not be allowed for this bid. Send bids to Tonganoxie City Hall at 526 E 4th Street, Tonganoxie, Kansas, as instructed in the project manual.

Item 14:

The city owns all easements and permissions shown on construction drawings.

Item 15:

A list of subcontractors and a list of suppliers are not required with the bid package.

Item 16:

The pedestal of the water tower shall be 32' in diameter. If the contractor wishes to reduce the size of the pedestal, the contractor must show a design retaining the same or similar functionality of the original design (room for piping and access and interior vehicle parking). The City may approve a redesign after the project has been awarded.

Item 17:

Only one logo will be painted on the tower bowl.

Item 18:

Leavenworth County may require a hauling permit on Kansas Avenue accessing the site. This permit is based upon the size of construction equipment used to haul materials to the site. Contact Tim Urban (913-684-0469) for information about county permitting.

Item 19:

The City of Tonganoxie will require a building permit for the project. The building permit fee shall be waived. Building permit information is available at the following website:

<https://www.tonganoxie.org/city-planning-and-zoning/pages/licenses-permits>

The City will also require acquisition of a city business license for the Contractor. Information about the city business license is also available at the above website.

Item 20:

The Contractor shall need to coordinate utility connections with the power company (Evergy). The Contractor shall include in the bid all utility and permit fees required. Contact Ross Harris (Ross.Harris@Evergy.com) (785) 865-4857 for more information about utility coordination and cost.

Item 21:

Progress meetings can be held remotely via a web conference program such as Zoom.

Item 22:

The overhead door operator is removed from sheet E100. The garage door on the north side of the water tower shall be operated by a manual operator per specification 33 16 00 part 2.02.E.17.

Item 23:

On Sheet E100 detail 2, the “SCADA/TELEMETRY EQUIPMENT” note refers to an electrical panel. The Contractor will not be responsible for providing the electrical panel. The tower design needs to provide space for the SCADA/telemetry panel.

Item 24:

A buttress section, as shown on Sheet C2.1 detail 1, may not be required depending on the Contractor’s structural design.

Item 25:

The pressure transducer, as shown on Sheet C2.1 detail 3, shall be provided by others. The Contractor shall provide a tap, nipple, and isolation ball valve for a future pressure transducer.

Sincerely,

BG Consultants, Inc.



Paul Owings, P.E.

Project Manager

Acknowledge Receipt of Addendum **and** include Addendum in proposal:

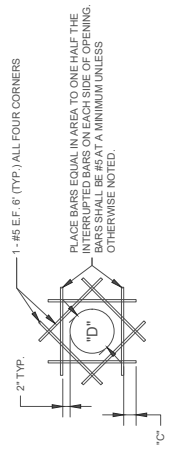
Contractor's Signature

Company

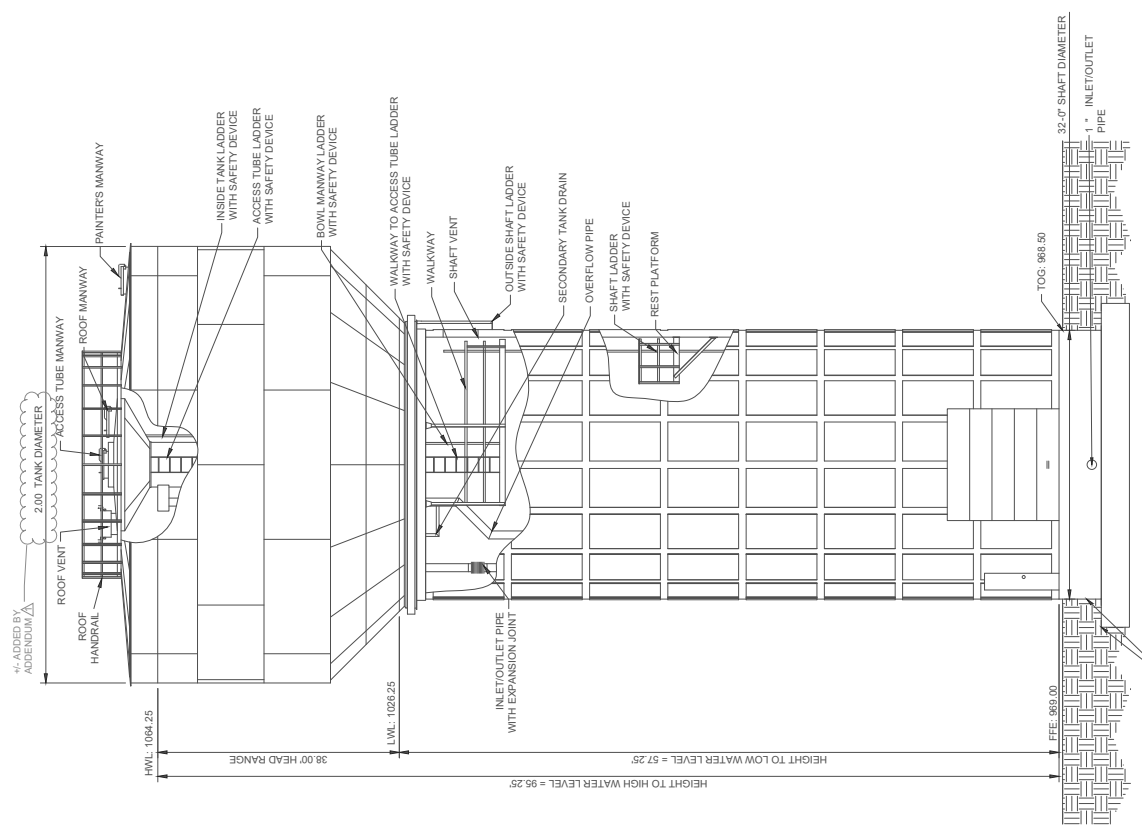
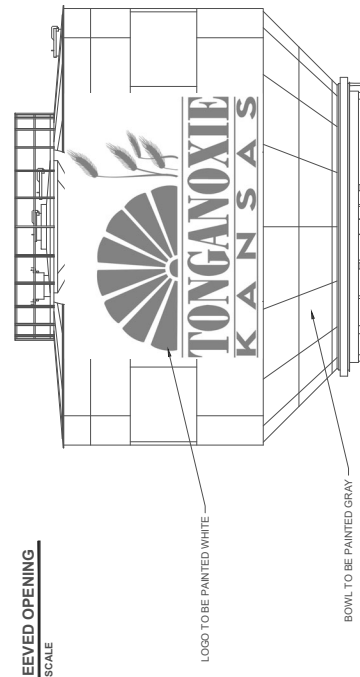
NO.	REVISIONS	DATE	INITIALS
1	ADDED +/- SYMBOL TO WATER TOWER	3-14-23	AC

WATER TOWER DETAILS	
Engineer:	PCO
Drafter:	AC
Date:	2/17/2022
Project No.:	21-134-3L
Sheet No.:	C2.0
Total Sheets:	15

- DESIGN CRITERIA**
 - THE TANK AND SUPPORT STRUCTURE SHALL BE DESIGNED, FABRICATED, AND ERECTED IN ACCORDANCE WITH AWWA D107 AND THE PROJECT SPECIFICATIONS.
 - LOADS:
 - WIND SPEED: 120 MPH
 - BASIC WIND SPEED: 120 MPH
 - GROUND SNOW LOAD: 20 PSF
 - ICE:
 - ICE GROUND MOTION, 0.2 SEC PERIOD (S_g): 0.13
 - ICE GROUND MOTION, 1.0 SEC PERIOD (S_g): 0.061
 - MATERIALS**
 - STEEL PLATE: ASTM A283 OR ASTM A36
 - STEEL PIPE: ASTM A53B
 - WALKWAYS: ASTM A778
 - LADDER RUNGS: ASTM A778
 - GENERAL**
 - THE TOWER SHALL HAVE A PAINTING SCHEME AS FOLLOWS: GRAY WITH A WHITE LOGO AND LETTERING SEE DETAIL 2 ON THIS SHEET FOR LOGO DESIGN.
 - ALL ACCESSORIES SHOWN ON THE ELEVATION DRAWING MAY BE ROTATED FOR CLARITY.
 - ALL LADDERS, LADDER SAFETY DEVICES, PLAT FORMS, HANDRAILS, ETC. SHALL CONFORM TO CURRENT OSHA REGULATIONS.
 - SURFACE PREPARATION AND COATING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
 - ALL WELDS SHALL BE FULL PENETRATION BUTT JOINTS.
 - PROVIDE MONOLITHIC REINFORCED CONCRETE INTERNAL BUTTRESS SECTION ON EACH SIDE OF VEHICLE DOOR BUTTRESS TO BE MINIMUM 3'-6" WIDE AND 6" THICKER THAN NOMINAL WALL DIMENSION.
 - SLAB ON GRADE**
 - PROVIDE A 6" THICK 4000 PSI CONCRETE FLOOR ON COMPACTED GRANULAR FILL REINFORCED WITH #4 BARS AT 12" CENTERS EACH WAY.
 - PROVIDE 12" ISOLATION JOINT BETWEEN FLOOR AND WALL AND AT ALL FLOOR PENETRATIONS. CAP WITH SELF LEVELING SEALANT.
 - SAW-CUT CONTROL JOINTS 1 1/2" DEEP AT 20 FEET MAXIMUM CENTERS.
 - SLOPE SLAB MINIMUM 1/8" TO VEHICLE DOOR OR DRAINAGE.
 - MECHANICAL**
 - PROVIDE EXPANSION JOINT ON INLET/OUTLET RISER TO ACCOMMODATE MAXIMUM POTENTIAL DIFFERENTIAL MOVEMENT.
 - CONNECT RISER AND OVERFLOW WITH A VALVED LATERAL FOR TANK DRAINING. SEE DETAIL 3 ON SHEET C2.1.
 - PROVIDE THRUST RESTRAINT AND SUPPORT AS REQUIRED.



- UNSLIEVED OPENING**
C2.0 NOT TO SCALE
- LOGO DESIGN**
C2.0 NOT TO SCALE
- WATER TOWER ELEVATION DETAIL**
C2.0 NOT TO SCALE



EXTEND SHAFT BELOW GRADE. LOCATE INLET/OUTLET PIPE ABOVE FOUNDATION (PILE CAP). PROVIDE MINIMUM 6" CLEARANCE FROM INLET/OUTLET PIPE AND TOP OF FOUNDATION.

RESOLUTION NO. 03-22-02

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN STUDY AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS AND THE CITIES OF LANSING, BASEHOR, LEAVENWORTH AND TONGANOXIE, KANSAS.

WHEREAS, the City of Tonganoxie, Kansas (the "City") desires to cooperate with the Cities of Lansing, Basehor and Leavenworth, Kansas (collectively, the "Cities"), and the Board of County Commissioners of the County of Leavenworth, Kansas (the "County"), to develop a Kansas Department of Transportation Network Regional Transportation Capital Improvement Plan Study (the "Study");

WHEREAS, K.S.A. 12-2908 permits the Cities and the County to enter into a contract to perform any governmental service, activity or undertaking that each is authorized by law to perform, and any such contract does not constitute an interlocal agreement under K.S.A. 12-2901 *et seq.*;

WHEREAS, the Study will evaluate, estimate and prioritize the future construction of public infrastructure in order to improve the quality of life and foster economic growth in the County and Cities; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Contract for the Regional Transportation Capital Improvement Plan Study, attached hereto as **Exhibit A** (the "Contract"), with the County and the Cities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS:

Section 1. The Governing Body hereby approves the Contract in substantially the form attached hereto.

Section 2. The Mayor is hereby authorized to execute the Contract on behalf of the City, and the City Manager and other officials and representatives of the City are hereby authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page follows.]

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR THIS 21ST DAY OF MARCH, 2022.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

Contract for the Regional Transportation Capital Improvement Plan Study

[Attached.]

EXHIBIT A – Scope of Services, Schedule, and Fee Estimate

Leavenworth County Regional Capital Improvement Project Prioritization

February 28, 2022

Background

Over the past few decades there have been numerous studies focusing on transportation infrastructure in and around the Leavenworth County region. These studies have focused on projects that range from modest investments to visions of new freeways and river crossings. With this range in studies, however, comes a question of what do the leaders and stakeholders in the region want to prioritize and unite behind to seek regional, state, or federal funding sources?

To accomplish this, this project will refresh the studies already completed to gather a baseline data source for comparison using the same methodology for cost estimates and benefits / impacts, as well as new ideas not formally developed. A set of criteria, established in an open process, will be developed to evaluate and prioritize the projects based on the funding source. Throughout this process, an open engagement process will be utilized to tie both the project identification and criteria development together.

Scope of Services

Phase 100 – Project Management

Kimley-Horn and Associates, Inc., will provide the overall project management for the consultant team which includes Venice Communications (collectively referred to as the Project Team). Kimley-Horn's Project Manager will provide overall direction to the team, conduct internal coordination meetings, monitor project budget and schedule, and oversee the Quality Assurance and Quality Control for the project.

Task 101 – Project Management

Invoices and progress reports will be prepared monthly and submitted to the Client for review and processing. Meeting minutes, including action items, will be prepared and distributed within three business days.

Task 102 – Steering Committee Meetings

Monthly steering committee meetings are anticipated through the duration of this project (a total of 12 meetings). The Project Team will prepare agendas and materials for the meetings, provide general facilitation during the meetings, and prepare meeting summaries and action items. Meetings will be held virtually and attended by representatives (staff typically) of:

- Leavenworth County Port Authority
- County of Leavenworth
- City of Leavenworth
- City of Lansing
- City of Basehor
- City of Tonganoxie

- Kansas Department of Transportation
- Mid-America Regional Council

Phase 200 – Engagement

The Project Team will lead the public engagement, which includes stakeholder and elected official engagement, through this project.

Task 201 – Branding Facilitation

The Project Team will lead a facilitation meeting (in person or virtual) to aid in the development of a brand statement, promise and logo developed for this project, with the intent of developing a brand that is inclusive and equitable for all entities involved. This work will include:

- Brand Statement
- Brand Promise
- 3 Logo Concepts
- Naming & Tagline Options
- Final Logo & Files

Task 202 – Stakeholder Coordination

The Project Team will develop a Stakeholder List for review by the Steering Committee. Once the list is confirmed by the Steering Committee, the Project Team will facilitate two rounds of stakeholder communications:

- The first round of the stakeholder communications will focus on region-wide stakeholder groups, such as industrial developers, economic development coordinators, first responders, etc. A total of six meetings will be held virtually in this round.
- The second round of the stakeholder communications will be in-person and focus on specific communities including the Unincorporated County, the Port Authority, and the Cities of Leavenworth, Lansing, Basehor, and Tonganoxie. A total of six meetings will be held in person.

Task 203 – Hybrid Public Meetings (virtual and in person)

Two rounds of hybrid (virtual and in person) public meetings will be held to inform the public of the progress and solicit input on the results. The first round will be held to review potential projects as well as scoring criteria. The second round will be held to post the draft results.

The meetings will be held both online (in a virtual format) as well as two in-person meetings in an open-house style format, for a total of four in-person meetings. The information presented both virtual and in-person will be identical, with an opportunity to provide feedback in either settings. It is assumed the client will secure and provide the facilities for these meetings at no cost to the Project Team.

An electronic flyer will be developed for distribution, as well as draft media releases (to be released by the Steering Committee). The Project Team will also facilitate media outreach and coordination, as well as social media posts and graphics.

Task 204 – Project Website Development

An online project website will be developed for this project, which will include ongoing progress updates, links to Kimley-Horn’s ProjectCoordinate page for public comments and mapping, and online surveys.

Phase 300 – Criteria Development

The Project Team will work with the Steering Committee to establish evaluation criteria that reflect the priorities of Leavenworth County stakeholders, the general public, and the entities which will be potentially supplying funding to the County. It is anticipated an initial wide range of criteria will be developed that apply to some but not all stakeholders and funding sources. Examples of the broad evaluation criteria, which will be further defined in this process, includes:

KDOT IKE Program	Example Broad Criteria MARC	Federal Grants
Current Congestion	Project Readiness	Project Readiness
Future Congestion	Regional Plans, Policies and Strategies	State and Local Planning
Truck Traffic	Centers and Corridors Focus	Environmental Approvals (NEPA) Status
Safety	Access to Opportunity	Right-of-Way and Design Status
Gross Regional Product / Cost	Economic Vitality	Benefit-Cost Analysis
Traveler Benefit / Cost	Transportation Choices	Access to Opportunity
Local Input	Public Health & Safety	Areas of Persistent Poverty
Route Continuity	Healthy Environment	National Economic Impacts
Previous Investment		

The Project Team will work with the Steering Committee to define how each criterion will be measured (i.e., quantitatively vs. qualitatively, units of measurement).

Phase 400 – Project Definition

Task 401 – Project Identification

To define the projects for evaluation we will start by mapping and analyzing results from the previous studies. Details of those projects will be mapped in our online tool so that they can be easily viewed by the various entities and potentially the public. The mapping of these projects will also serve as a backdrop for the broader call for new projects to be considered and evaluated.

It is assumed that the Steering Committee will provide, in hard copy or electronic format, all previous studies and plans to be included in this stage. This includes, but may not be limited to:

- 2014 5-County Study (KC Metro + Douglas County)
- 2000 Kaw Connect Major Corridor Study (I-70: Topeka to Kansas County)
- 2006 K-7 Corridor Management Plan
- 2007 US-24 / 40 Corridor Management Plan
- 2008 T-Link & KDOT Consultation: Leavenworth County Transportation Priorities)

- 2016 K-92 Centennial Bridge Study
- Patriot Highway (PPP Agreement)
- Leavenworth County, city stakeholders, and surrounding county Comprehensive Plans
- 2020 Eastern Gateway Concept Study
- 2018 Leavenworth County Transit Plan

Task 402 – Project Costs

With a range of projects, all conducted in various years and evaluated based on varying performance measures, it will be necessary to develop a common set of “truth” by which each of these projects can be evaluated. The Project Team will update:

- Project Costs – the Project Team will update the costs provided to today’s dollars based on recent awards in the area. It is anticipated costs will be developed with standard elements, such as lane-feet of roadway and square footage of structures, to the costs.
- Operations & Maintenance – the Project Team will define the impact to operations and maintenance costs by whichever entity (municipal, county, or KDOT) that would ultimately “own” the project.
- Right-of-Way Needs and Costs – how much Right-of-Way would be needed will be estimated as well as approximate costs. Note that detailed appraisals would not be conducted, rather a square-foot or acre cost based on the project location (rural, municipal, highway frontage, etc.) based on input from the Steering Committee.
- Utility Impacts – define the type and amount of utilities that would need to be impacted, and the magnitude of those relocations (service versus transmission).
- Potential Environmental Impacts – the Project Team will conduct a desktop environmental screening of the projects to identify potential impacts, as well as the potential NEPA clearance that would be involved with each project.

Task 403 – Project Benefits

In a similar manner, the Project Team will define benefits for the projects that focus on both transportation and economic factors critical for.

- Access to opportunities – improving access to jobs
- Economic Development – positioning property for new development
- Transportation User Benefits - including reduced congestion, improved travel times, and options for travel (routes and modes). Where possible and appropriate, the Project Team will evaluate certain projects utilizing MARC’s regional transportation model to determine the benefit under the assumption MARC’s staff will conduct the model runs and provide output to the Project Team. New traffic counts, where needed, will also be conducted to understand the existing travel demands.
- Safety Improvements – using the Highway Safety Manual where appropriate, the Project Team will apply crash reduction factors for new projects and estimate the improvements to safety. To understand existing trends, the Project Team will rely on crash data provided by MARC and KDOT.
- Freight and Travel Resiliency – Where appropriate, the Project Team will assess the impact the projects will have on freight flow, and if they bring a resiliency factor that is key to on-time delivery of freight that is critical to economic activity.

These projects, and the metrics of how they are defined, will evolve as the evaluation criteria (Phase 300) are developed on a similar path.

Phase 500 – Prioritization Tool Development

In collaboration with the Steering Committee, the Project Team will incorporate the Project List (developed in Phase 400) with the suite of Evaluation Criteria (developed in Phase 300) to develop an interactive Prioritization Tool application. It is anticipated that the tool will allow for a user to modify the scoring and weighting of each criteria and then visualize results in both online map and table format (compatible with Microsoft Excel).

Task 501 - Scoring Functionality

Ultimately, in order for projects to be compared to each other on an “apples-to-apples” basis, the quantitative cost and benefits metrics (developed in Phase 400) need to be converted into transparent, standardized 1-to-5 scores. The Project Team will develop an interactive component within the tool that allows for a user to define scoring bins for each criterion.

Upon further collaboration with the Steering Committee, it may be that the 1-to-5 scoring functionality be “hidden” or only accessible to certain users of the tool (such as the Steering Committee) so that exercises can be performed to understand how tweaking various scoring bins results in changes to overall scores. The determination of what level of access is provided for the scoring functionality will take place during the project process.

Task 502 - Weighting Functionality

Once all projects are scored on a 1-to-5 basis for each evaluation criterion, the criteria need to be assigned weights reflecting the priorities of stakeholders or the funding source being pursued. The Project Team will develop an interactive component within the tool that allows for a user to define weights for each criterion (for example, assigning a weight of 30% to economic development and 10% for safety, with the idea that the weights will add up to 100%). Certain criteria may need to be given a weight of 0 or “turned off” if they are not applicable for a particular funding source being pursued.

Similar to the scoring functionality, upon further collaboration with the Steering Committee, it may be that the weighting functionality be “hidden” or only accessible to certain users of the tool (such as the Steering Committee) so that exercises can be performed to understand how tweaking various weights results in changes to overall scores. The determination of what level of access is provided for the weighting functionality will take place during the project process.

Task 503 - Visualization of Results

Once scoring and weighting have been assigned to the evaluation criteria and all projects have been input into the tool, the tool must allow for visualizing the outputs (projects ranked with scoring and weighting shown). The Project Team will develop a web page that has a tab with an interactive map for viewing project locations and clicking on a project to see more information about its scoring and weighting, as well as an interactive table (on a separate tab) that lists the ranked projects and scores. The Project Team will provide the functionality to export the table results to be viewed in Microsoft Excel.

Task 504 - Documentation

The prioritization tool methodology will be summarized in a technical memorandum assumed to be delivered as part of the overall Final Report (Phase 700). The Project Team will provide an “instructions” or “user guide” page within the online application web page.

Phase 600 – Analysis and Refinement

The Project Team will internally conduct test runs of the application and provide initial results to the Steering Committee. It is anticipated that this testing phase will be an iterative and collaborative process between the Project Team and the Steering Committee to understand how changing scoring bins or weighting affects the outputs/rankings as well as to understand if the desired functionality is being achieved. The Project Team assumes no more than three (3) iterations per Steering committee member.

Phase 700 – Final Documentation

Task 701 – Draft Report

The results of the study will be documented in an electronic (PDF) draft report, summarizing the project methodology, analysis, results, and engagement process. This draft study will be submitted to the Steering Committee for review and comment.

Task 702 – Work Sessions

The draft results of this study will be presented to each of the impacted governing bodies for consideration, including the Leavenworth County Port Authority, County of Leavenworth, and the Cities of Leavenworth, Lansing, Basehor, and Tonganoxie (six meetings total).

Task 703 – Final Report

Following input from the governing bodies work sessions, the draft report will be finalized reflecting comments received. The final report will be provided in electronic format (PDF).

Phase 800 – Optional Services

Task 801 – On-going Support

The application will be hosted and maintained by the Project Team for the duration of the project. Upon completion of the project, the Project Team can continue to host the application for a to-be-negotiated annual subscription fee. Any modifications or maintenance to the application would be considered Additional Services subject to then-current hourly rates. All new projects submitted beyond those included in this project will need to have the various project costs and benefits calculated in advance of use of this tool and will be the responsibility of the client.

Task 802 - Project Input Functionality

As an optional feature of the online application, the consultant will develop a “Project Information Sheet” form to standardize the information being included in the tool for each project. It is anticipated that for the first iteration of this tool, development of this form will be skipped in lieu of compiling all relevant project information and shapefiles behind-the-scenes, but this form would allow future users to submit project information to be included as part of the tool.

Schedule

It is anticipated this project will be completed within approximately 12 months, albeit that timing will be dictated, to some degree, by the scheduling of elected body work sessions near the end of the project.

Fee

Kimley-Horn and Associates, Inc. will be paid a lump sum fee of \$580,000. The project will be billed monthly as a percent complete for each phase as follows:

Project Phase	Fee
100 – Project Management	\$52,500
200 – Engagement	\$119,500
300 – Criteria Development	\$38,000
400 – Project Definition	\$179,500
500 – Criteria Development	\$96,000
600 – Analysis and Refinement	\$50,000
700 – Final Documentation	\$44,500
Total	\$580,800

CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN
STUDY

Between

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH,
KANSAS

and

CITY OF LANSING, KANSAS, A MUNICIPAL CORPORATION
AND CITY OF THE SECOND CLASS

and

CITY OF BASEHOR, A MUNICIPAL CORPORATION
AND CITY OF THE THIRD CLASS

and

CITY OF LEAVENWORTH, A MUNICIPAL CORPORATION
AND CITY OF THE FIRST CLASS

and

CITY OF TONGANOXIE, A MUNICIPAL CORPORATION
AND CITY OF THE SECOND CLASS

RECITALS

Whereas, the Cities of Lansing, Basehor, Leavenworth and Tonganoxie Kansas, Municipal Corporations under the laws of the State of Kansas, hereinafter, the “Cities” and the Board of County Commissioners of the County of Leavenworth, Kansas, hereinafter, the “County”, desire to cooperate in developing a Kansas Department of Transportation Network Regional Transportation Capital Improvement Plan Study (“Study”) for the future construction of public infrastructure in order to improve the quality of life and foster economic growth in the County and City through the accomplishment updating project cost estimates and prioritizing projects based upon an open and transparent process, Specifically the scope of services proposed by Kimley-Horn.

Whereas, the County has been awarded funds from KDOT for the Study through a separate agreement.

Whereas, the construction of any of the projects identified through the Study will be mutually beneficial for the Cities and the County and will encourage and foster the development of our greater community, providing an economic benefit to the Cities, the County. and to the citizens; and

Whereas, K.S.A. 12-2908 provides that any municipality may contract with any other municipality, county, or township to perform any governmental service, activity or undertaking which each contracting municipality, county and township is authorized by law to perform;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

Section 1. Recitals. The recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. Authority. Pursuant to K.S.A. 12-2908, the parties hereto enter into this Contract as authorized by the Governing Body of the Cities of Lansing, Basehor, Tonganoxie, and Leavenworth Kansas, and the Board of County Commissioners of the County of Leavenworth, Kansas, for the purposes set forth below.

Section 3. Purposes. The purpose for which the parties enter into this contract are to cause the completion of the Regional Transportation Capital Improvement Plan Study, and to be referred to as the “Study”.

Section 4. Contingency. The obligations of the Cities and County, as recited and agreed to within this contract are wholly contingent upon the receipt by the County funding for the Study. The parties explicitly understand and agree that should either KDOT provided funds, or funds to be provided by the cities not be provided to the county that the mutual obligations created herein shall become null and void.

Section 5. Terms and Conditions. Under terms of this Contract, the Cities and the County agree to the following:

A. Completion of the Regional Transportation Capital Improvement Plan Study

(1) The city represents that is has secured, or will secure, sufficient funding for its share of the cost of the Study. The contract with Kimley-Horn for the project is attached hereto as Exhibit “A”.

(2) The funding allocation amounts for the project are as follows:

KDOT	\$250,000
Leavenworth County	\$150,000
City of Leavenworth	\$90,000
Lansing	\$30,000
Basehor	\$15,000
Tonganoxie	\$15,000

(3) The funding for the Project will be administered by the County. The Cities shall be responsible for reimbursing the county for all obligated costs within thirty days of the pay application by Kimley-Horn submitted and processed by the County. Should, for whatever reason, the Study not be completed, the financial obligation of the County and cities created herein shall be limited to the proportionate share of each for the work on the Study completed.

Section 6. Additional Contingency.

Both the County and the Cities agree that if the Study is not under contract and completion within any time deadline created by KDOT the receipt of funds by the County under a future separate agreement any funding obligation or duty of the parties for the Study shall become null and void.

Section 7. Termination. Once the Contract for the Study has been approved by all parties, and funds for the Study through KDOT received by the County, the parties may not terminate the contract unless mutually agreed upon in writing

Section 8. Approval.

- A. This Contract is effective upon being signed by the appropriate representatives of the Cities and the County. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.
- B. Each of the parties warrants and represents by the execution of this Contract, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Contract by such party has been authorized by resolution duly adopted by its governing body, and that this Contract constitutes a legal, valid, and binding obligation of such party enforceable in accordance with its terms.

Section 9. Applicable Law. This Contract shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 10. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Contract should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Contract, which shall remain in full force and effect; and to this end the provisions of this Contract are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Contract are severable.

Section 11. Contract. This Contract is entered into between the Cities and the County pursuant to K.S.A. 12-2908 as a Contract and shall be construed as such under the laws of the state of

Kansas. Each party represents that full and adequate consideration necessary to affect the creation of a contract between them exists under the terms of this contract.

Section 12. Time of the Essence. In discharging the duties and obligations set forth in this contract each party shall act to promptly undertake such official acts as are necessary on their respective parts in order to discharge those duties and obligations.

Section 13. Full Agreement. The parties agree that the terms set forth in this contract constitutes the entirety of the agreement between them and that all other writings and representations outside of this agreement are null and void.

Section 14. Amendment. The terms of this agreement may be amended or modified upon the agreement by the parties. Any such amendment or modification shall be reduced to writing and adopted by the parties in the same manner as this agreement. No amendment or modification to this agreement shall have force or effect unless so adopted.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed and made effective as of the date when fully executed herein.

ON BEHALF OF LEAVENWORTH COUNTY, KANSAS.

This Contract is approved as authorized by the Board of Commissioners of the County of Leavenworth, Kansas, and on the _____ day of _____, 20__.

Mike Smith, Chair, Board of County Commissioners

Attest:

Janet Klasinski, County Clerk

ON BEHALF OF THE CITY OF LANSING, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Lansing, Kansas on the _____ day of _____, 20__.

Mayor, City of Lansing

Attest:

City Clerk

ON BEHALF OF THE CITY OF BASEHOR, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Basehor, Kansas on the _____ day of _____, 20__.

Mayor, City of Basehor

Attest:

City Clerk

ON BEHALF OF THE CITY OF LEAVENWORTH, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Leavenworth, Kansas on the _____ day of _____, 20__.

Mayor, City of Leavenworth

Attest:

City Clerk

ON BEHALF OF THE CITY OF TONGANOXIE, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Tonganoxie, Kansas on the _____ day of _____, 20__.

Mayor, City of Tonganoxie

Attest:

City Clerk

CITY OF TONGANOXIE FINANCIAL REPORT

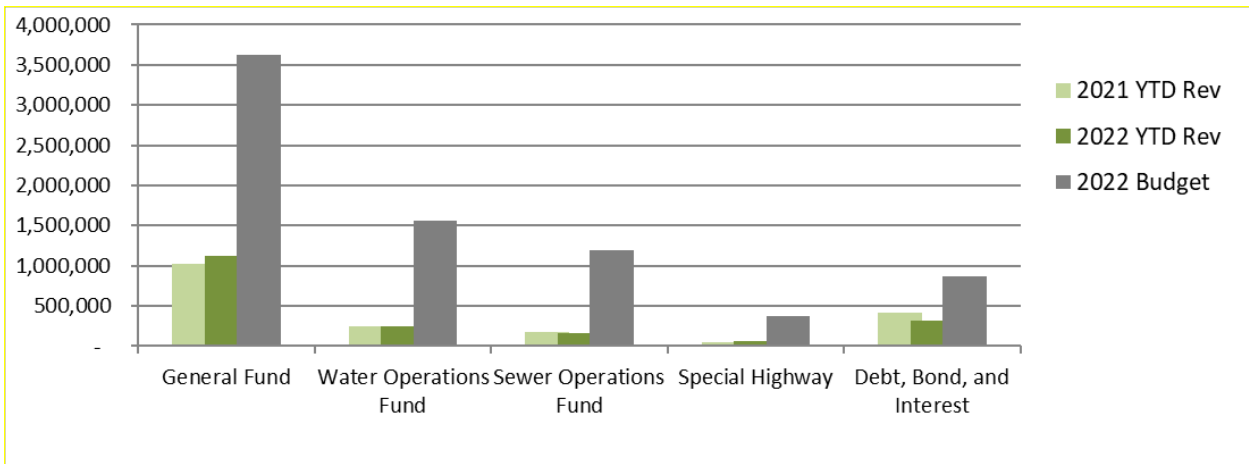
FEBRUARY 2022

EXECUTIVE SUMMARY

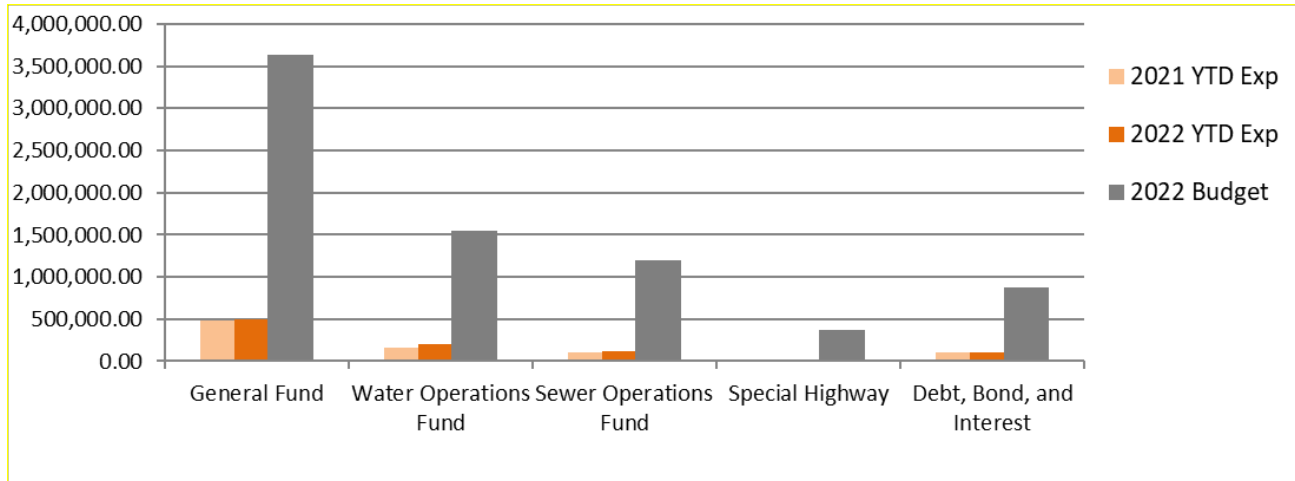
- 16.7% of FY 2022 completed as of February 28, 2022.
- Collected 26% of revenue estimates and spent 12% of expenditure budget authority in all funds.
- The City has completed activities necessary to complete refinancing of Series 2021A Temp Notes with the proceeds of GO Bond 2022A. Closing on Series 2022B and 2022C occurred in early March 2022 and will be reflected in the March 2022 financial report.
- The City has completed debt service payment obligations due on 3/1/2022 (Series 2018A – Library; Series 2017A – Refinancing 09A & 07A) and completed payment for Lease Purchase Obligations due on 3/1/2022 (2016 Police Station & City Hall; 2018 Fire Pumper; 2020 Street Sweeper)
- The City’s Library Fund demonstrates a positive fund balance with a revised procedure to ensure advance timing of the reimbursement from the Library Board of insurance premium payments for Library employees.
- Fuel excise tax collections were down 4% from the prior year to date collections. Construction excise fee collections were 46% more than prior year to date collections and the special highway fund as a whole has increased revenue collections by 7.5% compared to the prior year.
- American Rescue Plan Act (ARPA) - The City currently maintains \$339,849 in funding and expects to receive \$426,007 in 2022, which brings the total expected funds remaining for eventual use to \$765,856. Reporting for NEU’s like the City of Tonganoxie will be required to be completed in March 2022.
- Quarterly reporting will be completed next month for the first quarter of 2022.

- 2022 annual budget amendments have been approved for the following funds:
 - o Police Equipment Reserve – additional revenue anticipation and expenditure authority for equipment purchases with grant proceeds (01/18/2022)

Major Fund Revenues



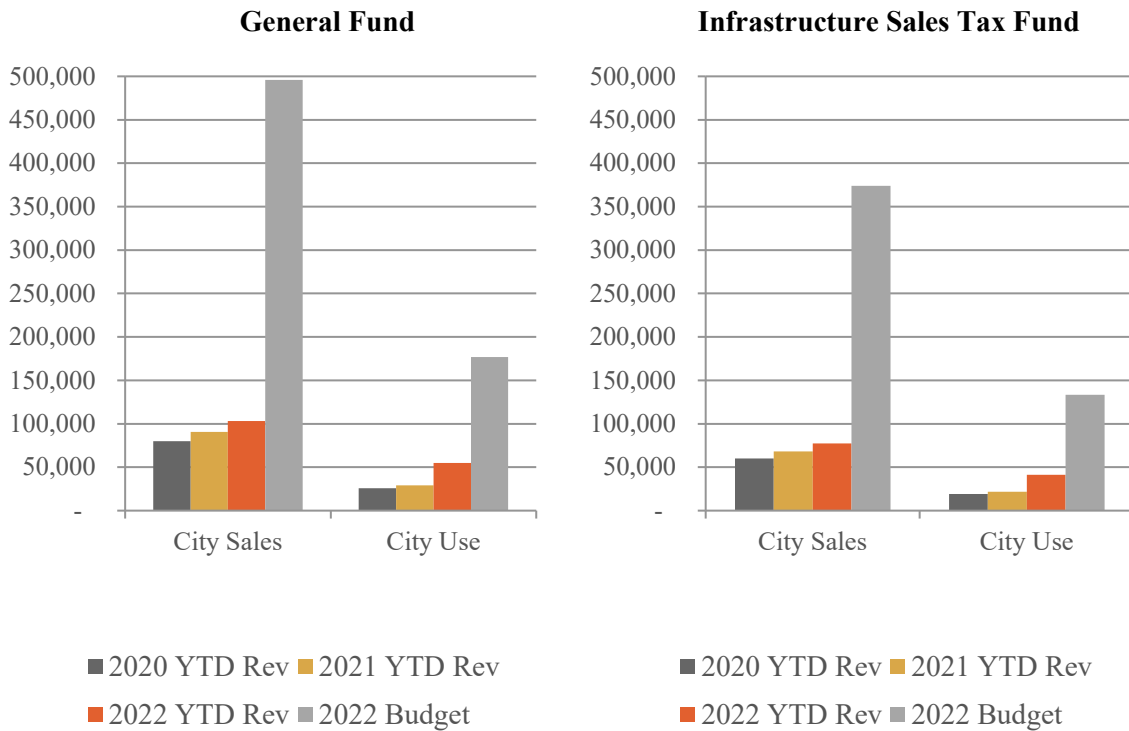
Major Fund Expenditures



MAJOR REVENUES DETAIL

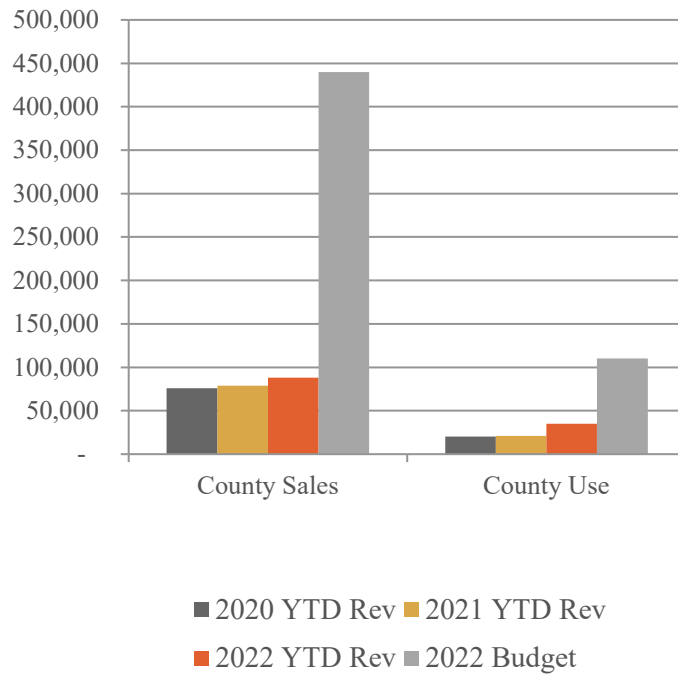
Sales & Use Tax -

☒ Received second 2022 remittance – 10 remaining monthly remittances in 2022. Collection trends are positive for City and County Sales & Use, with the largest relative increases compared to last year in



General Fund Revenue	2020 YTD Revenue	2021 YTD Revenue	2022 YTD Revenue	% Change from 2021
City Sales Tax	79,978	90,621	103,162	13%
City Use Tax	25,726	29,042	54,769	88%

Infrastructure Sales Tax Fund Revenue	2020 YTD Revenue	2021 YTD Revenue	2022 YTD Revenue	% Change from 2021
City Sales Tax	60,088	68,085	77,507	13%
City Use Tax	19,328	21,819	41,148	88%



Share of County Capital Projects Fund Revenue	2020 YTD Revenue	2021 YTD Revenue	2022 YTD Revenue	% Change from 2021
County Sales Tax	75,901	78,989	88,034	11%
County Use Tax	20,271	21,187	34,998	65%

2022 BUDGET INITIATIVES

SALES TAX PROCEEDS

- \$368,500 total from the Infrastructure Sales Tax (\$170,000) and special highway funding to support a 5th consecutive year of enhanced street maintenance activities
- \$540,000 from the City's share of the County Sales Tax and the Infrastructure Sales Tax to fund replacement of the Church Street Bridge – Survey & partial design completed in FY 2021, engineering contract has been approved.
- \$74,500 or more from the City's share of the County Sales Tax to rehab the elevated structures at the Tonganoxie Water Park.
- \$3,400 from the City's share of the County Sales Tax to fund bicycle repair stations in local parks.

GENERAL FUND

- 5% annual merit pool funding available to high performing City employees
- \$120,000 for 3 new Police Department Vehicles (Tahoe model)
- \$6,000 from the General Fund for Fire Department operational budget costs
- \$4,000 from the General Fund for lifeguard stand equipment replacements
- \$9,275 from the General Fund for funding assistance for LCDC
- \$5,000 from the General Fund for funding assistance for the Tonganoxie Business Association.
- \$5,000 from the General Fund for total funding assistance split between the Tonganoxie Arts Council and the Tonganoxie Historical Society – amended on 3/7/2022 to contribute \$5,000 to each organization.
- \$10,000 from the General Fund for funding assistance for community events
- \$15,000 from the General Fund for funding assistance for the Leavenworth County Regional Transportation Study
- Additional \$48,163 of funding is available for allocation by the City Council for any previously unbudgeted needs arising during FY 2022. - \$5,000 allocated for additional community group funding support on 3/7/2022.

UTILITY FUNDS

- Business Park Water Tower Project Construction – Design partially completed in 2021. EDA grant funding assistance was confirmed with award announcement.
- Utility improvements – water production plant and wastewater treatment plant analysis and upgrades
- \$45,000 from the storm water fund for Church Street corridor stormwater improvements Phase 2

PUBLIC SAFETY CAPITAL FUNDS

- \$21,000 from the police capital fund for partially-grant funded Police radios purchase
- \$5,000 from the public safety capital funds for firing range improvements
- \$12,000 for equipment costs associated with 3 new Police Department Vehicles (Tahoe model)

ESTIMATED 2023 BUDGET DEVELOPMENT TIMELINE

- March 2022 – Spring Retreat
- May 2022 – Capital Maintenance & Improvements Plan (CMIP) City Council work session
- June 2022 – Base Budget preparation & department budget presentations
- July 2022 – Budget work sessions & notice to County Clerk of proposed mill levy & RNR
- August 2022 – Publication of notice of public hearings
- September 2022 – RNR & Budget Public Hearings and Budget Adoption
- September 2022 – Delivery of Adopted FY 2023 Budget Forms to the Leavenworth County Clerk
- Fall 2022 – Creation of Adopted FY 2023 Budget Book – printed & published online

ANTICIPATED 2023 BUDGET DEVELOPMENT KEY TOPICS

Impacts of Inflationary Trends

Revenue Neutral Rate Procedural Adjustments

Fund Balance Targets Re-Evaluation

Capital Projects Prioritization & Major Infrastructure Investments

Development of a Capital Maintenance and Improvement Plan specifically for the Water Park

Impacts of local development activity



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	901,638.50	1,121,153.26	495,888.46	1,526,903.30
210 - Water Operations Fund	862,357.02	241,579.98	201,164.52	902,772.48
220 - Sewer Operations Fund	701,336.44	162,802.14	113,461.14	750,677.44
230 - Sanitation Fund	178,816.05	73,234.82	65,254.15	186,796.72
240 - Storm Water	65,467.12	7,856.11	295.00	73,028.23
310 - Transient Guest Tax	6,199.04	264.87	0.00	6,463.91
320 - Library Operations	7,283.22	251,445.12	257,445.52	1,282.82
330 - Special Parks	24,196.63	0.00	0.00	24,196.63
340 - Special Highway	678,199.54	56,382.32	0.00	734,581.86
350 - Infrastructure Sales Tax	568,977.63	118,655.73	0.00	687,633.36
360 - Capital Projects	1,049,612.59	133,980.09	11,306.39	1,172,286.29
410 - Fire Equipment Reserve	218,964.81	15,627.49	19,225.37	215,366.93
420 - Police Equipment Reserve	52,932.14	29,768.75	21.00	82,679.89
430 - Sewer Capital Reserve	473,449.94	60,624.00	0.00	534,073.94
440 - Water Capital Reserve	323,430.03	63,024.00	7,835.00	378,619.03
450 - Capital Reserve	915.03	0.00	0.00	915.03
500 - Debt, Bond, and Interest	208,499.86	317,590.34	109,238.18	416,852.02
930 - Debt Proceeds	0.00	1,109,240.90	994,337.50	114,903.40
940 - Gallagher Park Fund	9,183.08	0.00	0.00	9,183.08
950 - Festival/Event Fund	4,439.67	0.00	0.00	4,439.67
960 - Law Enforcement Trust	7,104.88	0.00	0.00	7,104.88
971 - RHID 1	21.82	19,865.84	0.00	19,887.66
972 - RHID 2	0.00	0.00	0.00	0.00
980 - Industrial Park Development Fund	236,742.51	0.00	5,678.07	231,064.44
981 - CDBG Urgent Need Grant Fund	0.00	0.00	0.00	0.00
982 - CDBG-CV Grant 2020	0.00	0.00	0.00	0.00
983 - CARES CRF Fund	0.00	0.00	0.00	0.00
984 - ARPA Fund	339,849.97	0.00	0.00	339,849.97
985 - MIH Grant Fund	0.00	0.00	0.00	0.00
Report Total:	6,919,617.52	3,783,095.76	2,281,150.30	8,421,562.98